EXINGTON

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LEXINGTON, MISSISSIPPI, APRIL 6, 1839.

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THE UNION

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W. H. HINES

· TERMS OF SUBSCRIPTION. one year, in advance, six months, in advance, three months, in advance, one year, at the end of the year, six months at the end of the time, three months, at do. do. o deduction whatever will be made from the

No deduction whatever will be made from the ove prices. Those who pay within one mouth or the time of subscribing will be considered having pard in advance, but in every instance ere payment is not made in that time, the as stated above will be demanded. We are sexplicit because we wish to avoid trouble I dispute in the collection of our subscription may. We begint all who subscribe for the top, will note the terms of subscription. on, will note the terms of subscription.

on, will note the terms of subscription.

TERMS OF ADVERTISING.

Ivertisements will be inserted at the rate of \$1 00 square for the first insertion, and 50 cents for each a thereafter—ten lines or less, constituting a re. The number of insertions required must be at on the margin of the manuscript, or they will serted till forbid, and charged accordingly. Adsements from a distance must be accompanied the CASH or good reference in town. Announcandidates for office will be \$5 each.

YEARLY ALVERTISING.

For forty lines or less, renewable at pleasure \$60, antract taken for less than one year—and payant yearly in advance.

privilege of aunual advertisers is limited to their mmediate business; and all advertisements for acti of other persons, sent in by them, must be are by the square.

pefit of other persons, scatt in by the square.

PROFESSIONAL, ADVERTISEMENTS.

10 lines or less, not alterable, 3 months.

10 do do do 6 months, 20

10 do do do 12 months, 30

As the above rates are the same as those establic in Natchez, Vicksburg, Grand Guff, Manchester les where in this State, no deduction will be found in any case whitever. LI. JOB WORK MUST BE PAID FOR ON Letters on business must be rost prid, or they not be taken from the Pos Office.

NOTICE.

Y virtue of a deed of trust executed

by Hiram Davidson, dec'd, in his time, and Sinah, his wife, to the subat the court house to the town ngton, in said county, expose to sale executions and costs. ublic auction to the highest bidder for h, the following property, to wit:-the et half of south east quarter of section township 15, range 3 east; containing acres, more or less, also, one lot of d, No 1 in section 21, township 15, ge 3 east, containing 115 acres; also, the half of lot No 4, section 21, towno 15, range 3 cast, containing 40 acres. are known as the Sparks and Fleyd eral courts at Jackson. Il Tract, and on which is the plantation ided at the time of his death, 5 miles Union of Lexington. Said tract of land tains 235 acres more or less, and is improved. It also contains a good house, gin screw press, and nearly w; a good dwelling, and other necesand convenient out houses, orchard, Most of the land is creek bottom, and uperior quality. Also, five likely and ns, carts, &c. The title to said property

ch title as is vested in us. ROBERT COOK, LEWIS G. GALLAWAY,

Trustees.

Jan 12 9--11w

NOTICE.

HE undersigned having been appointed by the Probate Court of olmes county, commissioners to audit, mine and allow the claims against the ate of M. Mel'on, deceased, will meet Lockharts Store, ten miles east of Lexton, the third Saturday in each month, the next six months, for that purpose. THOS. LOCKHART,

E. HORTON, JOHN WEST. 13----6m. Feb. 9

INSOLVENCY THE undersigned, commissioners, ap-

pointed by the Hon. Probate Court Holmes county at the January term reof, upon the estate of James Higgins, eased, will meet at the office of Willis ake, in the town of Tcula, for that pure, the second Saturday in every month, the next six months, commencing the h of February.

W. W. WALTON, S. D. BELL, WILLIS DRAKE,

Commissioners. -6m

CONVEYANCING!! EEDS, Motgages, Articles of agreement, Deeds of Trust and Conveyng of all kinds, prepared in strictly form & with the utmost promptitude, e Probate Office, Lexirgton Mi. by W. A. PURDOM.

The following sale is postponed to the third Monday, the 15th day of April, inst.

SHERIFF'S SALE. W Anderson, use, &c. vs fi fa on bond,
Jeremiah Porter, et al.
Samuel Hoskins & Co. Brown & Fitch, vs fi fa on boud, Jeremiah Porter, et al. Samuel Hoskins & Co. vs fi fa on bond, vs fi fa on bond, Jeremiah Porter, et al. vs fi fa on bond. Returnable to the Holmes Circuit Court, to

Y virtue of the above stated cases of firie facias to me directed, I shall the court house door of Holmes county, on the first Monday of April next, the following described tract of land to wit: the w h ne q and s h e h n e q all in sec. I toshp 15 range 2 e, containg 120 acres more or less, levied on as the property of Jeremiah isly plaintiffs debt and costs of suits. Porter, to satisfy the plainiffs debt and costs of suits.

April term, 1839.

I. W. PICKINS, Sheriff, BY Wm. STIGLER, Deputy. March, 2, 16---tds

FITCH & BROWN,

Morgan L. Fitch,-Benton. Miss. Henry W. Brown,- Lexington. 15=tf

[The following sale is postponed to the third Monday, the 15th day of April, inst.] MARSHAL'S SALE.

Grant & Barton, Retarnable to May term vs. venditio exponas Cornelius Lane and [1839 . surcties.

Thomas & Adams, vs. al. fi. fa. Returnable to May term, Sholar Lane and

Y virtue of the above stated execu-tions to me directed, from the Hon. Circuit Court of the United States for the southern district of the state of Mississippi, I will expose to public sale for cash, before 5 and 6, lying and being in the town of bers for the purpose of securing the the court house door of Holmes county, ment of a certain sum of money thereis in the town of Lexington, on the third Moncified, to John Dean; which deed bears day, the 18th day of March next, all the e the seventh day of June, 1836, and right title and interest of said defendants, s duly admitted to record on that day to or in the following described property, the office of the clerk of the court of to wit: lots Nor 23, 86, 87, 88, 89, 90, 91, bates for Holmes county, Miss. We and also Nos. 40 and 49, on which there Il on Monday the 15th day of April is a house; all of which lots lying and bet, (that being the first day of the April ing in the town of Tcula, Holmes county, levied on as the property of John F. Craw-levied on as the property of Jo

> WM. M. GWIN, Marshal, By P. M. FERGUSON, Dot'y. Jan 15, 1839. 10-tds Fee \$22 50

J. M. CARDOZO. ATTORNEY AT LAW

LEXINGTON, MISS.

TAS permanently settled in Lexington, and will attend the courts in e said pieces of land adjoin each other the second Judicial Circ sit, and the sev-

Office for the present in the brick builereon the said Hiram Davidson, dec'd, ding opposite the office of the Lexington

November 18, 1 tf. BLACKSMITHING.



AVING started a Black Smith shop in this place, I solicit a share uable negroes, horses, mules, oxen, of public patronage. I have engaged an vs, hogs, and farming utensils, wag- experienced workman, who, I believe, can not fail to give general satisfaction. Parbelieved to be clear and undisputed; ticular attention will be paid, to have work t acting as trustees we will convey only | done with neatness and dispatch.





Horse Shoeing and Carriage Work done at short notice. Shop in front of the stage stables.

L. SIMS.

Feb.9 13----tf.

INSOLVENCY.

THE undersigned, commissioners, appointed by the Hon. Probate Court of Holmes county, at the February term thereof, upon the estate of Samuel Elliot, deceased, will meet at Authur Hays' store in the town of Lexington, for that purpose, the second Saturday in every month for the next six months, commencing on the 2d Saturday in April.

AUTHUR HAYS, W. H. HINES, JOSEPH KILPATRICK,

Commissioners. March 9

NUTICE.

HE undersigned having been appointed by the Probate Court of Holmes county, commissioners to audit, examine and allow the claims against the estate of Robert L. Walton, deceased, will meet at the office of Wm. M. Lansdale on the 2nd Monday in each month, for the next six months, for that purpose

JOSEPH KILPATRICK, Wm. M. LANSDALE, W. H. HINES, Jan 12 9 3m Commissioners,

The following sale is postponed to the third Monday, the 15th day of April, inst. SHERIFF'S SALE.

J H & T Rawlings & Co W O Herington, use, &c vs fi fa on bond, Wm Sorrels, et al. vs fi fa on bond, Wm Sorrels, et al. James Coleman Returnable to Holmes Circuit Court, to April term, 1839. vs fi fa on bond, Wm Sorrels, e. al.

D V virtue of the above stated cases of In firie facias to me directed, I shall offer to the highest budder for cash before offer to the highest bidder for cash, before the court house door of Holmes county, on the first Monday of April next, the following described tract of land, to wit the w h of n e q of sec. 4 tashp 15 range 2 e, containing 80 acres more or less, levied on as the property of Wm. Sorrels, to sat-

I. W. PICKINS, Sheriff, By Wm. STIGLER, Deputy. March 2, 16---tds

The following sale is postponed to the third Monday, the 15th day of April, inst. SHERIFF'S SALE.

G. Loyd, use, &c, vs venditio exponas, Robt Fisher, use, &c, vs venditio exposs, J. R. Mayo, et al. J. R. Mayo, et al. Malcolm Dent Morton & Nash, use,& vs venditio exponas vs. venditio exponas J. R. Mayo, et al. R. Mayo, et al. J. J. Michie, use, &c, Erasmus F Ports, vs venditio exponas vs venditio, exponas J. R. Mayo, et al.

J. R. Mayo, et al. Returnable to Holmes Circuit Court April term, 1839.

Y virtue of the above stated vendition exponas, to me directed, I will expose at public sale, to the highest bidder for cash at the court house door in the town of Lexington, on the first Monday of April next, the following described property, viz:-the w h n w q of sec 26, tashp 15, range 3 east: also, lots Nos 39, Lexington, levied on as the property of J R. Mayo, to satisfy plaintiffs debt and costs of said suits; sale within lawful

I. W. PICKINS, Sheriff, By W. F. AUSTIN, Dept. 16-tds

gether in the practice of Law, will attend to the Circuit Courts of Yazoo, Holmes, Carroll, Choctaw, Yallobusha, and Tallahatchie; and the Superior State and Federal Courts at Jackson and Pontotoc. Office at Carrollton, Miss.

B. F. CARUTHERS. W. C. CLARK Jan 26 Car. Enq. 11-5m

MARSHAL'S SALE.

Richard O Prichard, Returnable to the May vs alias fi fa Gallaway & Richardson. term, 1839.

Y virtue of the above stated alias firie facias to me directed from the Hon. United States Circuit Court for the Southern District of Mississippi, I will expose to public sale for cash, before the court house door of Holmes county on the third Monday, the 15th day of April next, Il the right, title and interest the said defendants have in or to the following described property, to wit: lot No 7, lying and being in the town of Tchula, with the improvements thereon, and the n w q of sec 5, tashp 15, range 1 e. Also the n e q of sec 5, tashp 15, range 1 e. Also the s e q of sec 5, tashp 15, range 1 e-adjoining the town of Tchula: levied on as the property of Galloway & Richardson, and will be sold to satisfy the above stated fi. fa. and costs.

WM. M. GWIN, Marshal, By P. M. FERGERSON, D. M. March 9 170 rids Pu'is fee \$12

MARSHAL'S SALE. Returnable to the Ma Allen, Clark & Co. vs fi fa Tribble&Harris&sec'ts. term, 1839.

Y virtue of the above stated firie facias to me directed from the Hon. cheerfully lend a willing ear to the friend-United States Circuit Court for the South- ly suggestion of those whose good advice ere District of Mississippi, I will expose to public sale for cash, before the court ters, with some experience in the editorial house door of Holmes county, on the third Monday, the 15th day of April next, all as a necessary means for the attainment the right, title and interest, the said de- of a comfortable livelihood. In pursuing the fendants have to the following described fendants have to the following described even "tenor of our way" we will spare no property, to wil: the s h of w h of n w q exertions to present the patrons of the of sec 8; and the n e q and e h of n w q Bowie Knife with just such a sheet as the and shof whofn w q and sw q and sh of w h of s e q of sec 7, toshp 14, range 3 east; upon which is a steam mill; levied on as the property of Franklin M Tribble, and will be sold to satisfy the above stated

WM. M. GWINN, Marshal, By P. M. FERGEPSON, D. M. March 9 17__tds Pn'is fee \$12

NOTICE.

THE copartnership heretofore existing between Richard S. Phillips and Haywood Phillips, is this day dissolved by mutual consent.

RICHARD S. PHILLIPS, HAYWOOD PHILLIPS. March 11 18..tf

A NEW PAPER IN GRENADA.

To be published twice a week on an imperial sheet, in the town of Grenada, a newspaper to be called

THE BOWLE KULLES

TERMS .- Six dollars per year, in advance and 8 dollars if not paid within three months from the time of subscribing. For six months 4 dollars in advance; no subscription will be taken for a shorter the same as cahrged by other Mississippi

The first No. of the Bowie Knife will appear on Tuesday the 19th of March, and will be issued regularly every Tuesday and Friday after that time.

This paper will supercede the farther publication of the "Bulletin."

OUR MAIDEN SPEECH.

As strangers, we make a respectful bow to the citizens of Grenada, and the people of Yalabusha county; and in conformity with time-honored custom, we will proceed to fly a friendly banner in the shape of a the title may appear some what unseemly, will make war on the vicious practices of that deadly weapon. It will be found the inveterate foe of vice in all its aspects; and will, with equal ardor, inculcate all the virtues which adorn and add polish to the social system. As individuals, the undersigned will never compromit the high priviledge of thinking and acting for themselves in all matters relating to National and State politics; bur in their capacity as Editors of a public journal, they will of the shoals and sand-bars upon which so calumny but also domestic enemics. many presses have been wrecked, and their partisan cargoes buried in the deep sea of political treacherry and ingratitude. The Editors desire that their contemplated journal shall not have a mere ephemeral existence-a life of that character which lives only on the food of party excitement, and umns of the Bowie Knife. then sickens and dies for the want of the mere temporary flories of the world ward by vaulting ambition, would speedily liberality. consign it to an untimely grave. We have no wish to perish prematurely, or receive the lachrymese tear of some political mountebank when our career shall approach to disolution. No! the Bowie Knife is ambitious of a higher and more elevated sphere of action; it will brandish its blade not to cut, slash, and tomahawk political reputation; not to flesh its "maiden sword" in the bosom of the just & generous; not to assail the wise and the good; nor to molest the honest and upright man in the peaceable pursuits of active life. On the con trary, far from assuming any other than an orderly, quiet, and law-loving demeanor, it will strike its blows where the public good requires, and then only to advance "the greatest good of the greatest number." Thus while the Bowie Knife will tend to ndicule and bring into disrepute the name which it wears, and the uses to which it has too often been applied, its efforts will go to strengthen the ennot ling traits which

add to the dignity of man! We are frank to express our behef, founddd upon no little experience in such matters that it will require the united aid of both the political parties which now divide the citizens of Valotusha, and the adjoining counties, to sustain one press efficiently in the town of Grenada-a press that will reflect the mirror of the times, and give character and credit to the place in which it is published. We have no selfish ends to gratify; we seek not to govern or be governed; to lead or misleud. In truth, we come not to dictate, or be dictated to by any man or set of men; yet we will may be worth having. As practical prinway, we desire only to publish a newspaper aspect of affairs calls for-a paper that will be sought after and rend with profit and instruction-that will contain nothing obnoxious to good morals- that will be welcomed alike into the study of the sage, the philosopher, the christian, and the "gay belles of fashion." The choice gems of literature will be culled with care; and the flowers of poetry will bloom with a radiant freshness.

"As the sunflower turns on be God, when he sets, The same look which she turned when he tose." The general news of the day will be condensed with that system, order, variety, We do not mean to assert that such a which should ever mark, but is too seldom contract cannot in any case be enforced. observed, by the disciples of Faustus. observed, by the disciples of Faustus. As regards covenants of a certain descrip-Wit, humor, and stirring anecdote—the off- tion it might. The distinction is that an

spring of genius and sentiment-will find in the Bowie Knife a never varying friend. We shall ever recognize with becoming humility the Divine commands and Heavenly precepts of the ministers of the Cross; and our press will second in no irreverent manner the pious labors of those that preach the word of Him "who tempers the wind to the shorn lamb." Albeit not strictly orthodox ourselve, we shall hail with proud satisfaction all great designs which have for their object the furtherance period. The terms of advertising will be of "law, order, & religion." - Morality and religion-free from bigotry and superstition, and to which they are no kin-are twin sisters, and must create in the bosom of every virtuous man an impulse of the purest and holiest character. We feel as of our prosperity is identified with the community in which we live—and by a reciprocity of mutual interest, we entertain a flattering hope that the chain of union will be linked closer and closer together!

We shall devote a liberal portion of our paper to the discussion of southern commerce and improvement. We are the warm advocates of direct trade and internal improvements in the south, and we will prospectus. The Bowie Knife, although aspire with honest hearts to be ranked among the most ardent friends of Mississippi's prosperity and welfare.

The banking system of the day shall receive due notice, and while we speak both severe and independent, we shall never seek to invade existing law nor to outrage the standard rules of true dignity and taste.

The town of Grenada is favorably located and it shall be our chief aim to make its merits known, and to advance as rapidly as possible, its coming prosperity and not suffer any pre-conceived bias to usurp greatness. With cheerfulness and alacthe empire of thought and free discussion. rity we will be found defending Grenada Our paper will endeavour to steer clear on all occasions, not only against foreign

The undersigned are of adverse political sentiments, and while they have resolved to give political editorials the go-by the communications of others couched in respectful language, will always find a free passage to the public eye through the col-

The general defartment of the paper proper aliment so indispensable to its main- will speak for itself, and we shall enter upon tenance. A paper should not gloat on the the discharge of our many and laborious dunes as public editors, with the confident ally itself with a faction whose death-like hope that the people of Grenada will struggles for power and place, urged for reward our exertions with their known

WILLIAM NEED, C. S. SMITH.

CASES

DECIDED IN THE HIGH COURT OF ERRORS AND AFFEALS .- January Term, 1839.

> AARON D. BRIGHT, V8. SAMUEL ROWLAND.

This was an action of covenant brought by the defendant in error against the plaintiff in error. By the covenant Rowland agreed to sell to Bright two hundred and thirty-nine acres of land in Hinds county, at thirty dollars per acre; three hundred and twenty-five bushels of corn at one dollar and twenty-five cents per bushel, and five stacks of fodder at one dollar and twenty-five cents per hundred. Bright agreed to pay for the land in the following manner: twenty-four hundred dollars on the first of January next, ensuing the date of the contract, and the balance in two equal annual instalments from that time; the payments to be secured by promissory notes, and a deed of trust on the land. On the day fixed for the first payment Rowland was to make a deed with general warrantry, but not until after the payment was made; and at that time, also, Bright was to make the notes and execute the deed of trust, and possession was then to be delivered. The parties further covenanted with each other, "that if either of said parties should fail to perform his part of this contract, then the party so failing shall pay to the other party the full and just sum of five thousand dollars, by way of liquidated damages, and not as a penalty." The breach assigned is general that said Bright failed to pay the money and to excute the notes and deed of trust.

The most-material question in the case arises out of the last clause of the covenant. For the plaintiff in error it is contended that it is a penalty, and that the actual damages sustained should be the measure of recovery; but for the defendant in error it is insisted that he had a right to recover the five thousand dellars as stipulated

The authorities which bear a strict analogy to the case, so far as they have come under review, are not entirely reconcilable. The true principle, however, which must govern in the legal interpretation of the contract, is demonstrable by reason, well defined by a majority of the authorities.